



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
INVITATION FOR BID**

**AMENDMENT NO. 002**

**IFB NO. B1E05053**

**TITLE: Equipment: Mobile High Density Filing System**

**ISSUE DATE: 09/29/04**

**REQ #: RX 931 YYY57090031**

**BUYER: Liz Palazzolo**

**PHONE NO.: (573) 751-4885**

**E-MAIL: liz.palazzolo@oa.mo.gov**

**RETURN BID NO LATER THAN: 10/14/04 AT 2:00 PM**

**MAILING INSTRUCTIONS:** Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Bids must be in DPMM office (301 W High St, Rm 630) by the return date and time.

**RETURN BID AND AMENDMENT(S) TO:**

**DPMM  
P O BOX 809  
JEFFERSON CITY MO 65102-0809**

**or**

**DPMM  
301 WEST HIGH ST, RM 630  
JEFFERSON CITY MO 65101**

**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:**

**Missouri Department of Corrections  
Women's Eastern Reception and Diagnostic Correctional Center  
1101 E. Hwy 54  
PO Box 300  
Vandalia, MO 63382**

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original IFB as modified by this and any previously issued IFB amendments. The bidder should, as a matter of clarity and assurance, also sign and return all previously issued IFB amendment(s) and the original IFB document. The bidder agrees that the language of the original IFB as modified by this and any previously issued IFB amendments shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this IFB amendment is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

**SIGNATURE REQUIRED**

<b>AUTHORIZED SIGNATURE</b>		<b>DATE</b>	
<b>PRINTED NAME</b>		<b>TITLE</b>	
<b>COMPANY NAME</b>			
<b>MAILING ADDRESS</b>			
<b>CITY, STATE, ZIP</b>			
<b>FEDERAL EMPLOYER ID NO.</b>		<b>SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE.</b>	
<b>PHONE NO.</b>	<b>FAX NO.</b>	<b>E-MAIL ADDRESS</b>	

**NOTICE OF AWARD (STATE USE ONLY)**

<b>ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:</b>			
<b>CONTRACT NO.</b>		<b>VENDOR NO.</b>	<b>CONTRACT PERIOD</b>
<b>BUYER</b>	<b>DATE</b>	<b>DIRECTOR</b>	

**AMENDMENT #002 TO IFB B1E05053**

**TITLE: EQUIPMENT: MOBILE HIGH DENSITY FILING SYSTEM**

Prospective bidders are hereby notified of the following changes and clarifications:

1. Closing Date:  
As Stated: Return bid no later than: 10/06/04 at 2:00 p.m.  
Change To: Return bid no later than: 10/14/04 at 2:00 p.m.
2. The following paragraphs have been **ADDED**: 1.3, 1.3.1, 1.3.2, 1.3.3, and 1.3.4.
3. The following paragraphs have been **MODIFIED**: 3.1.1, 3.1.3, 3.1.10, and 3.4.1.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
INVITATION FOR BID

AMENDMENT NO. 001

REQ #: RX 931 YYY57090031

IFB NO. B1E05053

BUYER: Liz Palazzolo

TITLE: Equipment: Mobile High Density Filing System

PHONE NO.: (573) 751-4885

ISSUE DATE: 09/28/04

E-MAIL: liz.palazzolo@oa.mo.gov

REVISED BY AMENDMENT #002

RETURN BID NO LATER THAN: 10/14/04 AT 2:00 PM

**MAILING INSTRUCTIONS:** Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Bids must be in DPMM office (301 W High St, Rm 630) by the return date and time.

**RETURN BID AND AMENDMENT(S) TO:**

DPMM  
P O BOX 809  
JEFFERSON CITY MO 65102-0809

or

DPMM  
301 WEST HIGH ST, RM 630  
JEFFERSON CITY MO 65101

**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:**

Missouri Department of Corrections  
Women's Eastern Reception and Diagnostic Correctional Center  
1101 E. Hwy 54  
PO Box 300  
Vandalia, MO 63382

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AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE.	
PHONE NO.	FAX NO.	E-MAIL ADDRESS	

**NOTICE OF AWARD (STATE USE ONLY)**

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:					
CONTRACT NO.		VENDOR NO.		CONTRACT PERIOD	
BUYER		DATE		DIRECTOR	

**AMENDMENT #001 TO IFB B1E05053****TITLE: EQUIPMENT: MOBILE HIGH DENSITY FILING SYSTEM**

Prospective bidders are hereby notified of the following changes and clarifications:

3. Closing Date:  
As Stated: Return bid no later than: 10/01/04 at 2:00 p.m.  
Change To: Return bid no later than: 10/06/04 at 2:00 p.m.
4. The following paragraphs have been **ADDED**: 1.2 and 1.2.1



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
INVITATION FOR BID

IFB NO. B1E05053

TITLE: Equipment: Mobile High Density Filing System

ISSUE DATE: 09/15/04

REQ: RX 931 YYY57090031

BUYER: Liz Palazzolo

PHONE NO.: (573) 751-4885

E-MAIL: liz.palazzolo@oa.mo.gov

REVISED BY AMENDMENT #002

RETURN BID NO LATER THAN: 10/14/04 AT 2:00 PM

**MAILING INSTRUCTIONS:** Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Bids must be in DPMM office (301 W High St, Rm 630) by the return date and time.

**RETURN BID TO:** DPMM or DPMM  
P O BOX 809 301 WEST HIGH ST, RM 630  
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:**

Missouri Department of Corrections  
Women's Eastern Reception and Diagnostic Correctional Center  
1101 E. Hwy 54  
PO Box 300  
Vandalia, MO 63382

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 08/28/04). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this IFB is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

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**NOTICE OF AWARD (STATE USE ONLY)**

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## 1. INTRODUCTION

### 1.1 Purpose:

- 1.1.1 This document constitutes an invitation for sealed bids from prospective bidders for the purchase and installation of a mobile high density filing system for the Missouri Department of Corrections in accordance with the requirements and provisions stated herein.

#### ADDED BY AMENDMENT #001

### 1.2 Background:

- 1.2.1 There are approximately 20,045 linear filing inches of existing records which have to be moved and refiled (see paragraphs 3.6.4 and all subparagraphs (a) – (d) herein). There are approximately 5 records (files) to every linear foot. Files are currently stored on stand-alone shelves that measure approximately 7' high and 36" wide. Bidders are advised that there is some existing shelving (shown in Attachment One) that the state agency intends to use to account for additional filing space. The state seeks to purchase approximately 17,700 linear filing inches of new filing space provided by the high density mobile filing system specified herein. For clarification purposes, Attachment One shows two (2) rooms at the facility.

#### ADDED BY AMENDMENT #001 including subparagraphs 1.3.1-1.3.4

### 1.3 Tour:

- 1.3.1 1.3.1 Potential bidders are strongly encouraged but not required to attend the tour of the Women's Eastern Reception and Diagnostic Correctional Center located at 1101 E. Highway 54 in Vandalia, Missouri, which will be held on Wednesday, October 6, 2004 beginning promptly at 10:00 A.M. The purpose of the tour is to allow potential bidders an opportunity to inspect the site prior to submitting a bid. Bidders are to contact Ms. Connie Dooley at 573-594-6686 prior to attending the tour. All potential attendees for the tour must pre-register with Ms. Dooley by no later than October 4th. Since this is a prison, bidders must bring identification with them. Bidders will have to be cleared after a back-ground check prior to being admitted to the tour. **POTENTIAL BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.**
- 1.3.2 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site condition, facilities, and/or any other existing condition, factor, or item that may affect or impact on the performance of service described and required by the Contractual Requirements. The bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, (1) the bidder's failure to attend the scheduled tour of the site (2) the bidder's failure to observe existing conditions, etc.
- 1.3.3 Bidders are strongly encouraged to advise the Division of Purchasing and Materials Management, at least three (3) days prior to the scheduled tour of the site, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made
- 1.3.4 All questions regarding the Invitation for Bid and/or the competitive procurement process including any IFB specifications that are called into question as a result of the tour **must** be directed to Liz Palazzolo of the Division of Purchasing and Materials Management at (573) 751-4885.

## 2. GENERAL CONTRACTUAL REQUIREMENTS

### 2.1 Contract:

- 2.1.1 The purchase order issued by the Division of Purchasing and Materials Management represents the contract. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management's indication of acceptance of the bid, i.e., the formal purchase order. All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

- a. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal modification to the purchase order issued and authorized by the Division of Purchasing and Materials Management. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## **2.2 Price:**

- 2.2.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

## **2.3 Prices Must Be Lowest:**

- 2.3.1 The contractor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

## **2.4 Contractor Liability:**

- 2.4.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.4.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.4.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

## **2.5 Insurance:**

- 2.5.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

## **2.6 Coordination:**

- 2.6.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made

available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

## **2.7 Replacement of Damaged Product:**

- 2.7.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

## **2.8 Payment Terms:**

- 2.8.1 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the IFB, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the IFB. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.state.mo.us/STATUTES/STATUTES.HTM>.

## **2.9 Prevailing Wage Requirements:**

- 2.9.1 The contractor shall comply with Section 290.250 RSMo by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in Annual Wage Order No. 11 Dated August 26, 2004 for Ralls County. The prevailing wage rates incorporated as a part of this document by the referenced annual wage order(s) shall remain in effect for the duration of the contract period stated on page 1.
- 2.9.2 For each renewal period, if any, exercised by the Division of Purchasing and Materials Management, the contractor shall comply with Section 290.250 RSMo by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in the annual wage order referenced in the contract renewal amendment.
- 2.9.3 The contractor shall forfeit to the state agency ten dollars (\$10.00) for each person employed, for each calendar day, or portion thereof, such person is paid less than the prevailing hourly rate of wages for any applicable work done under the contract by the contractor or by any subcontractor under them (Section 290.250 RSMo).
- 2.9.4 In addition to the above, the contractor must comply with all other requirements pertaining to the payment of prevailing wages contained in Section 290.210 through 290.340, RSMo and is advised to review the requirements carefully prior to beginning work. In addition, in the event a period of "excessive unemployment" is identified and announced by the Missouri Department of Labor and Industrial Relations, the contractor must assign personnel to provide services who meet the definition of "Missouri laborers" as defined in Chapter 290.550 RSMo.
- 2.9.5 The above-stated prevailing wage requirements shall also apply to all subcontractors employed by the contractor to perform services under the contract.

## **2.10 Surety Bond:**

- 2.10.1 The contractor must furnish a bond guaranteeing payment of all labor, suppliers and subcontractors providing equipment and/or services to the contractor as a part of the contract in accordance with the requirements of RSMo Section 107.170. The surety bond must be provided in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile shall be acceptable) to the Office of Administration, Division of Purchasing and Materials Management within thirty (30) days after award of the contract and prior to performance of service under the contract or any installation of equipment. The bond must be made payable to the State of Missouri in an amount equal to the total cost of all equipment, supplies and services provided by all suppliers and subcontractors to the contractor in fulfilling the



requirements of the contract, and for all labor performed in such work whether by subcontractor or otherwise. The contract number and contract period must be specified in the bond. In the event the Division of Purchasing and Materials Management exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal.

### 3. TECHNICAL SPECIFICATIONS

#### 3.1 The system provided by the contractor must consist of the following components:

##### **MODIFIED BY AMENDMENT #001**

- 3.1.1 Rail(s): The contractor's high density mobile filing system shall be a rail-type system that allows for leveling and even, stable, safe movement. All rail components must be powder-coated painted or otherwise treated to be rust-free. Rail components must be a minimum 11-gauge steel. The rail assembly shall have welded leveling/anchor plates with leveling screw adjustability, and be permanently anchored to the floor. The system must be stable and shall have anti-tip features. Overall rail assembly profile shall be approximately 7/8" high, plus grout. All rail splice joints shall have interlocking braces and splice plates that provide permanent horizontal and vertical rail alignment. Rail guidance gaps shall be a maximum 5/8". All rail assemblies shall be fully grouted with a non-shrink hydraulic cement type grout with an 8,000 p.s.i. strength after curing.
- 3.1.2 Raised Floor: The contractor must provide 3/4" underlayment grade plywood panels to raise the finished floor flush to the top of the filing system rail. The floor shall have integrated leveling screws and permanent floor anchors. In addition, the contractor shall provide a ramp of the same material as the floor at the front of the filing system. The ramp shall not extend past the front of the units into the main aisle.

##### **MODIFIED BY AMENDMENT #001**

- 3.1.3 Carriages: The carriages provided by the contractor shall be a minimum 1,000 lb. per linear carriage foot capacity, fixture unit welded, uniframe assemblies constructed of a minimum 12-gauge steel with main supporting structural face sections with reinforcing flanges running the full length of the carriage. The main supporting structural face sections shall provide a 3/4" shelf mounting recess for positive shelving alignment and attachment. An equivalent engineered feature shall be acceptable so long as the feature provides for positive shelving alignment and stability. Wheel support sections shall be a minimum 12-gauge steel and shall be welded between the main support face sections, one per rail assembly. A minimum of two (2) carriage face panel supports shall be provided for each face panel to fully support its weight and provide positive alignment. The carriage face sections shall provide a smooth, clean appearance without any exposed assembly holes or protruding hardware. The carriage shall be powder coat painted in color determined by the state agency.
- 3.1.4 Stationary Platforms: Stationary platforms, as shown on Attachment One, shall be of the same construction and height as the moveable carriages, and shall be anchored to the rails/floor.
- 3.1.5 Guidance: The system shall use dual flanged wheels (or equivalent) as guidance wheel channel assemblies.
- 3.1.6 Drive: The system shall be equipped with dual-synchronized drive wheels on both sides of designated wheel housing(s), as specified by the manufacturer. Any similar assembly that provides the same even, stable synchronized movement the aforesaid assembly provides shall be considered acceptable. Multiple Synchro System (or equivalent) assemblies shall be interconnected with a continuous drive shaft for simultaneous wheel rotation and even, parallel carriage movement. All wheels should be machined from solid 1045 steel and equipped with two permanently shielded bearing assemblies. Spacers or an equivalent assembly must be provided to eliminate friction between wheels and carriage.
- 3.1.7 Control Requirements: There shall be one-directional carriage control for each movable carriage located on the face panel, and centered thereon. The control shall have a RESET/STOP push-button and a backlit red (or other color) reset light. The directional control button on any moveable carriage adjacent to the desired aisle

location shall be capable of being pushed to open the system at the desired aisle. That aisle shall then open automatically regardless of the position of the carriages. The carriage control head must display a flashing red light (or similar warning signal) at the newly opened aisle indicating that the aisle is locked open and requires resetting before another aisle can be opened. All controls and indicator lights shall be solid state and shall provide visual indication of safe system operation. Each aisle shall have an adjustable limit switch to provide proper timing for start/stop operation. System controls provide for smooth sequential operation and allow for braking.

- a. Each carriage shall be equipped with a 90-volt D.C. current limited, fractional horsepower gear motor. The gear motor shall be connected to a drive wheel assembly(ies) with a roller chain; an equivalent assembly will be considered acceptable. Controls shall provide for sequential movement with a controlled running speed of approximately 3.3" per second. The system shall operate on a 115 V.A.C. 50/60 hertz, 20 amp dedicated circuit. The contractor's system shall be equipped with an overhead mount power pantograph distribution system (or equal) that conceals all interconnecting wiring.

### 3.1.8 Safety and Operation Requirements:

- a. The system shall be U.L. listed and CSA certified.
- b. The system must be equipped with an automatic aisle lock/relock that shall automatically lock the selected aisle open, and activate that aisle's flashing red (or other color) reset light. The system shall be equipped with a manual reset feature that requires the user to press the RESET/STOP button at the open aisle where the reset light is flashing before another aisle can be accessed. An automatic aisle lock/relock shall relock the existing aisle "open" if a new aisle is not accessed within approximately 15 seconds. The system shall be equipped with a safety sweep that manually relocks an existing aisle open.
- c. A safety sweep shall be mounted on one side of every moveable carriage.
- d. Every potential aisle shall be protected with a safety sweep, mounted on one side of each moveable carriage, which, when activated, shall hard-brake-stop; all other moving carriages shall soft-stop, and the reset light shall flash at the affected aisle. Should the safety sweep remain blocked after the RESET/STOP button is pushed, a steady red (or other color) reset light must be displayed at the affected aisle and the only allowable command is to back the carriage away from the obstruction. Normal system operation shall resume when the obstruction is cleared. Should a safety sweep be activated in an open aisle that is not locked, the automatic aisle lock/relock must lock the aisle open, the reset light at that aisle must flash, and the carriages must not close on that aisle. The system's safety sweep shall have OSHA approved, red/white safety tape applied full length.
- e. Depressing any RESET/STOP button or moving any control handle during a carriage movement cycle must stop all carriages and activate the flashing reset light at the originally requested aisle.
- f. A supervisor-controlled safety override key must be part of the system and it shall allow for touch and hold operation on the directional control handle to provide half speed system movement of one cycle per key insertion. An audible warning beep must be part of the system to alert the user when the carriages are moving in this mode.

3.1.9 Power Pack Override: The system shall include a power pack override unit that can be used in the event of a power failure to the system.. The power pack override unit should have rechargeable batteries with a 110 volt AC. charger.

### **MODIFIED BY AMENDMENT #001**

3.1.10 Face Panels: The system shall be furnished with decorative face panels that the contractor shall also install. The decorative face panel shall be a style approved by the state agency. Metal or plastic laminate face panels are acceptable.

### **3.2 4-Post Style Shelving Requirements**

3.2.1 4-Post Style Uprights: The system shall be equipped with uprights that shall be a minimum 18-gauge cold rolled steel formed into either a 2" wide "T" shape common post, or a 1" wide angle shape end post. Keyhole (or similar) shaped slots shall be placed on 1-1/2" centers vertically on the inner face of the posts. "Closed" uprights shall have a minimum 24-gauge closure panels between the posts. All end angle and intermediate tee uprights shall be "closed". All uprights shall be approximately 121 1/4" high. The contractor must provide the following:

- (4) 12" deep angle uprights.
- (4) 12" deep tee uprights.
- (16) 24" deep angle uprights.
- (14) 24" deep tee uprights.

3.2.2 4-Post Style Shelves: System shelves shall be approximately 9/16" in height. Slotted shelves shall be formed of a minimum 22-gauge cold rolled steel with flanges on all four sides. Front and rear flanges shall also be turned "down" and "in". Shelves shall be adjustable on 1-1/2" centers vertically. Shelves shall be supported front and back by two shelf supports of 11 or 14 gauge minimum hot rolled steel for slotted shelves and a minimum 11 gauge for plain shelves. Full depth (or through) shelves shall have mounting holes for attachment of the center stop. Multi-function slots (for optional file dividers, bin dividers and divider rods) shall be placed on 2" centers across the entire shelf length (starting 1" from each end). The height of the shelf (including supports) should not exceed 3/4". The contractor shall provide the following number of shelves:

- (66) 48" x 12" shelves of which (60) are slotted and (6) are plain.
- (66) 30" x 24" shelves of which (60) are slotted and (6) are plain.
- (132) 36" x 24" shelves of which (120) are slotted and (12) are plain.
- (44) 42" x 24" shelves of which (40) are slotted and (4) are plain.

3.2.3 Reinforcements:

- a. The contractor shall provide (260) 24" deep reinforcements.

3.2.4 File Dividers:

- a. The contractor shall provide (2,000) letter size file dividers.

3.2.5 Center and Back Stops:

- a. The contractor shall provide the following:
  - (60) 48" back stops
  - (60) 30" center stops
  - (120) 36" center stops
  - (40) 42" center stops

### **3.3 Label Print System Requirements:**

3.3.1 Label Print System: The contractor's system must be equipped with an Internet-based or pc-loaded software that generates and allows for the printing of color-coded labels for end tab filing. The following information must be provided:

- System software must print to the state agency's existing ink-jet printer
- Six-hundred (600) blank labels must be included

#### **3.4 Vinyl Guides Requirements:**

##### **MODIFIED BY AMENDMENT #001**

3.4.1 Pre-Labeled Guides: The contractor shall provide (1,000) pre-labeled guides 6 ½" high by 13" wide with three color coded numbers applied at the bottom. The number range shall be 000 thru 999. The guides shall be both durable and aesthetically pleasing to the state agency.

#### **3.5 Carpeting Requirements:**

3.5.1 Carpet: The contractor must provide and install Durapoint–Tannecomo (or equal) carpet on the high density mobile shelving system's decking and ramp. The carpet shall have the following characteristics:

- Fiber: 100% Ultrel Nylon (or equal)
- Stitches per inch: 10.4 (approximate)
- Gauge: 1/10 (approximate)
- Pile height: .187 (approximate)

#### **3.6 Installation:**

3.6.1 The system must be installed in accordance with all manufacturer written instructions. All rails must be leveled, and all gaps between the rail and floor must be filled with fast setting grout to form a solid base. All rails must be anchored to the sub floor. The contractor shall be responsible for all wiring connections; however the final hard-wire connection shall be made by an electrician supplied by the state agency.

3.6.2 The contractor shall install the system in accordance with the manufacturer's written instructions. All installation shall be performed by factory-trained/authorized technicians. Framing parts shall be straight, square and plumb. Any connection requiring welding or bolting shall be finished and non-abrasive. Any exposed surface of the installation with which personnel may come in contact shall be smooth and non-abrasive. All rails shall be leveled, and all gaps between rails and troughs shall be filled in.

3.6.3 All work shall be performed in a timely manner conforming to accepted industry standards and practices. The contractor shall supply all necessary hardware, materials, supplies, labor and support required to provide a reliable and professional installation of the system described.

3.6.4 The contractor in addition must perform the following task and provide all necessary supplies and provisions along with labor to perform the following tasks:

- a. The contractor shall provide one trailer to be parked outside adjacent to the file room with locking capability. The trailer must be large enough to store existing shelving sections currently located in the filing area.
- b. The existing file sections must be moved by the contractor with file material into the trailer to clear enough space for the system to be installed.
- c. Once the system is installed, the contractor shall move all filing material (stored in the trailer and in an additional room down the hall) into the completed new high density mobile filing system. While moving

the filing material, the contractor must rearrange all straight numeric filing material into 1,000 end digit terminals. All files must be filed numerically within each terminal.

- d. All empty existing shelving sections must be transported to an onsite loading dock for state agency staff to transport to an offsite location. The contractor must be responsible for rearranging the existing 27 shelving sections in the adjacent room to the proper configuration.

- 3.6.5 Clean Up: The contractor shall be responsible for leaving the installation site in “broom-clean” condition, complete and ready for use by the state agency.

### **3.7 Warranty Requirements**

- 3.7.1 The contractor shall provide a five (5) year limited warranty on parts and a one (1) year warranty on labor. The contractor shall warranty that all equipment shall be free from defects in materials and workmanship for five (5) years from the date the system has been completely installed and accepted in writing by the state agency. During the warranty period, all parts shall be provided at no cost and labor shall be provided at no charge.

## **4. BIDDER’S INSTRUCTIONS**

### **4.1 Determination for Award:**

- 4.1.1 The award of purchase order shall be made to the lowest priced responsive bidder. The State of Missouri reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any bidder’s offer.

### **4.2 Submission of Technical Specifications:**

- 4.2.1 The bidder should submit complete technical specifications of equipment/supplies with the bid. Failure to provide adequate information may result in rejection of the bid.

### **4.3 Preprinted Marketing Materials:**

- 4.3.1 The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.
- 4.3.2 It is the bidder’s responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the bidder should provide detailed information to assure that the product meets the state’s mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the bidder to provide assurance that the product bid meets specifications.

### **4.4 Installation:**

- 4.4.1 The bidder should describe the procedure for installing the proposed high density mobile filing system.

### **4.5 American Made:**

- 4.5.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- 4.5.2 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.
- 4.5.3 If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 4.5.4 In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
- 4.5.5 If any products and/or services offered under this IFB are being manufactured or performed at sites outside the continental United States, the bidder MUST disclose such fact and provide details with the bid.

#### **4.6 Cost Evaluation:**

- 4.6.1 The cost evaluation shall include the price of all mandatory system requirements including software and the cost of installation. The State of Missouri reserves the right to evaluate optional items, if deemed necessary.

#### **4.7 System Description:**

- 4.7.1 Product Data: The bidder should submit the manufacturer's product literature and installation instructions for each type of shelving, track and installation accessory required. In addition, the bidder should include data substantiating that products to be furnished comply with requirements stated herein. Specific description about software hardware requirements necessary to run the software should also be described. Failure to do so may compromise the ability of the state to evaluate the bid and may render the bid nonresponsive; the bidder shall provide in a prompt manner any requested clarification the state identifies as necessary to complete the evaluation of the bidder's product.
- 4.7.2 Shop Drawings: The bidder should provide shop drawing that show the system's fabrication, assembly, and installation details including descriptions of procedures and diagrams. The bidder should show the complete extent of the system installation layout including clearances, spacings, and relation to adjacent construction in the plan, including reference to system elevation and sections. Drawings should indicate clear exit and access aisle widths; access to concealed components; assemblies, connections, attachments, reinforcement, and anchorage; and deck details, edge conditions, and extent of finish flooring within area where units are to be installed.
  - a. The bidder should show installation details at non-standard conditions. The bidder should furnish floor layouts, technical and installation manuals with necessary dimensions for rail layout and system configuration at the project site. The bidder should describe the system's installed weight, load criteria, furnished specialties, and accessories.
  - b. The bidder should provide the layout, dimensions, and identification of each unit corresponding to sequence of installation and erection procedures. Specifically include the following:
    - 1) Location, position and configuration of tracks on all floors.
    - 2) Plan layouts of positions of carriages, including all required clearances.
    - 3) Details of shelving, indicating method and configuration of installation in carriages.

- c. The bidder should provide the location and details of anchorage devices to be embedded in or fastened to other construction.
  - d. The bidder should provide the installation schedule and complete erection procedures to ensure proper installation.
- 4.7.3 Samples: The bidder should provide a minimum 3 inch square example of each color, texture, and face panel available for the system. For the initial selection of colors and textures, the bidder should submit the manufacturer's color charts consisting of actual product pieces, showing full range of colors and textures available.
- 4.7.4 Installer Certificates: The bidder should furnish signed certification by the system's manufacturer that attests that system installers comply with specified requirements. The bidder should submit the manufacturer's certification that products comply with requirements stated herein.
- 4.7.5 Warranty: The bidder should submit the details of the proposed system warranty.
- 4.7.6 Maintenance Data: The bidder should provide a maintenance manual for the mobile filing system. Data should include operating and maintenance instructions, parts inventory listing, purchase source listing, emergency instructions, and related information.
- a. The bidder should submit the manufacturer's instructions for proper maintenance materials and procedures.
  - b. The bidder should submit the manufacturer's printed instructions for maintenance of installed work, including methods and frequency recommended for maintaining optimum condition under anticipated use conditions. Include precautions against using materials and methods which may be detrimental to finishes and performance.
- 4.7.7 Reference List: The bidder should provide a list of recently installed mobile storage units that may be inspected by the state upon request. If the state decides to tour said sites, the tour(s) will be at the state's expense. The bidder shall accommodate the state's request to view similar installations, and shall provide necessary contact information for the state's use in setting up a tour.
- a. The bidder should be an ISO 9001 certified company.

#### **4.8 Electronic Bids:**

- 4.8.1 If the bidder is responding electronically through the On-line Bidding website, the bidder should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. Specific instructions for submitting electronic attachments are included in the On-line Bidding website. Be sure to include the bid number, company name, and a contact name on any attachments submitted with the electronic bid. Bidders submitting electronic and hard copy bid responses which are not identical should explain which response(s) is(are) valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate the response which serves its best interest. The On-line Bidding website can be found at <https://www.moolb.mo.gov>.
- 4.8.2 The exhibits and forms provided herein can be saved into a word processing document of the bidder's own creation, completed by the bidder, and then attached to the electronic submission. Other requested or required information should be attached to the electronic bid in whatever format the bidder desires.
- 4.8.3 Specifically the bidder should submit the following with the electronic bid as an attachment: brand, model, warranty period, renewal pricing (see specific line items on Pricing Page), domestic products status, and system drawings, and product information.
- 4.8.4 Exhibits, forms and other information may also be submitted through mail or courier service. However, any such submission should be received prior to the specified closing date and time.

**4.9 Business Compliance:**

4.9.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors are presently in compliance with such laws. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

**4.10 Attachments:**

4.10.1 The bidder is advised that attachments exist to this document that provide additional information and instruction. The bidder must contact the buyer of record as indicated on the front page of this document to obtain a copy of the attachments prior to submitting a bid. It shall be the sole responsibility of the bidder to request the attachments. The bidder shall not be relieved of any responsibility for performance under the contract due to the failure of the bidder to obtain a copy of the attachments.



**Date of Award through One Year  
FIRM FIXED PURCHASE PRICING  
FOR  
REQUIRED EQUIPMENT, SOFTWARE , MATERIALS, AND SUPPLIES**

ITEM NO.	ITEM DESCRIPTION	QTY.	PURCHASE PRICE		ADDITIONAL INSTALLATION CHARGE, IF ANY	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
GRAND TOTALS:			Line Item 001	\$	Line Item 002	\$

**Line Item 001 C/S Code: 42581      *SHELVING, MOBILE, TRACK TYPE***  
Total Purchase Price that includes all equipment, software, materials, and supplies

**Line Item 002 C/S Code: 42581      *SHELVING, MOBILE, TRACK TYPE***  
Total Price for System Installation

Pursuant to the terms, conditions and specifications set forth in this Invitation for Bid, I hereby quote the price(s) for items and services indicated above at a firm, fixed purchase price for the contract period and hereby grant the State of Missouri the right to add or delete the quoted items and services at the same price(s) indicated above at any time during the contract period. Unless quoted above, the contractor agrees that the State of Missouri shall not pay for any maintenance or installation costs. Such cost shall be considered to be included in the firm, fixed purchase price.

**Date of Award through One Year  
FIRM FIXED PURCHASE PRICING  
For  
OPTIONAL EQUIPMENT**

[illegible]

Pursuant to the terms, conditions and specifications set forth in this Invitation for Bid, I hereby quote the price(s) for items and services indicated above at a firm, fixed purchase price for the contract period and hereby grant the State of Missouri the right to add or delete the quoted items and services at the same price(s) indicated above at any time during the contract period. Unless quoted above, the contractor agrees that the State of Missouri shall not pay for any maintenance or installation costs. Such cost shall be considered to be included in the firm, fixed purchase price.

## OTHER COSTS

The bidder must state below under Required Other Costs any costs, in addition to those quoted on the Pricing Pages contained herein, for any additional materials, services, supplies, and/or other one time costs that are necessary to satisfy the requirements of the Invitation for Bid and shall, therefore, be furnished by the bidder if awarded a contract, at no more than the cost indicated. The bidder may list any related optional other costs where indicated below.

[illegible]

**Delivery:**

The desired delivery is thirty (30) calendar days after the receipt of a properly executed order. If bidder's delivery is different, the bidder should state delivery in days after receipt of order: \_\_\_\_\_ calendar days ARO.

**Warranty:**

The bidder shall provide a five (5) year warranty on parts and one (1) year on labor. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri. If the bidder's delivery is longer, then use the blanks that follow to indicate length of the warranty:

Warranty on Parts: \_\_\_\_\_

Warranty on Labor: \_\_\_\_\_

**Employee Bidding/Conflict of Interest:**

Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name and title of state employee, General  
Assembly member or statewide elected official: \_\_\_\_\_

Name of state agency where employed: \_\_\_\_\_

Percentage of ownership interest in bidder's  
organization held by state employee, General  
Assembly member or statewide elected official: \_\_\_\_\_%

**MBE/WBE Certification:**

Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, Office of Equal Opportunity is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below. To obtain an application for certification, go to the OEO Internet website and download an application at <http://www.oa.mo.gov/oao/Application-profit.pdf> or contact the MBE/WBE Certification Program at 877-259-2963 or email [heyern@mail.oa.state.mo.us](mailto:heyern@mail.oa.state.mo.us).

\_\_\_\_\_ MBE      \_\_\_\_\_ WBE      \_\_\_\_\_ Both

**STATE OF MISSOURI -- OFFICE OF ADMINISTRATION  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

**EXHIBIT A**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NAME

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NAME

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required)

COMPANY NAME

**NOTE: Any product not listed above in Section C will be considered non-domestic if Section A is not signed. If this form is not completed, signed, and returned, items bid may not receive the domestic preference.**

**STATE OF MISSOURI  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
TERMS AND CONDITIONS -- INVITATION FOR BID**

## **1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DPMM to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

## **2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.

## **3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the IFB based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the bidder must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an IFB after issuance.

## **4. PREPARATION OF BIDS**

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail,

- (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
  - e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
  - f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
  - g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
  - h. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.
  - i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

## 5. SUBMISSION OF BIDS

- a. Bids may be submitted electronically as permitted by the IFB through the State of Missouri's On-Line Bidding website or hard copy delivered to the DPMM office. Delivered bids must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DPMM post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DPMM office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. When submitting a bid electronically, the bidder indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DPMM must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

## 6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Prices shall be posted on the state's On-Line Bidding website after the official opening date and time. The DPMM will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## 7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

- i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DPMM posts all bid results on the On-line Bidding website for a reasonable period after bid award and maintains images of all bid file material for review. Bidders who include an email address with their bid will be notified of the award results via email.
- l. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DPMM.

## **9. CONTRACT/PURCHASE ORDER**

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DPMM's acceptance of the response (bid) by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

## **10. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

## **11. DELIVERY**

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## **12. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

## **13. WARRANTY**

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

## **14. CONFLICT OF INTEREST**

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## **15. REMEDIES AND RIGHTS**



- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

## **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

## **17. COMMUNICATIONS AND NOTICES**

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

## **18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

## **19. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

## **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **22. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

## **23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.